

IN THE MATTER between **FORT PROVIDENCE HOUSING ASSOCIATION**,
Applicant, and **GORDON SQUIRREL AND MARY ELLA SQUIRREL**,
Respondents;

AND IN THE MATTER of the **Residential Tenancies Act** R.S.N.W.T. 1988, Chapter
R-5 (the "Act");

AND IN THE MATTER of a Hearing before, **HAL LOGSDON**, Rental Officer,
regarding the rental premises at **FORT PROVIDENCE, NT**.

BETWEEN:

FORT PROVIDENCE HOUSING ASSOCIATION

Applicant/Landlord

- and -

GORDON SQUIRREL AND MARY ELLA SQUIRREL

Respondents/Tenants

ORDER

IT IS HEREBY ORDERED:

1. Pursuant to section 41(4)(a) of the *Residential Tenancies Act*, the respondents shall pay the applicant rent arrears in the amount of thirteen thousand three hundred thirty seven dollars and seventy eight cents (\$13,337.78).
2. Pursuant to section 42(3)(e) of the *Residential Tenancies Act*, the respondents shall pay the applicant costs of repair of damages to the rental premises in the amount of one hundred ninety seven dollars and eighty six cents (\$197.86).
3. Pursuant to section 41(4)(c) of the *Residential Tenancies Act*, the tenancy agreement

between the parties for the premises known as Unit 1, Lot 73, Fort Providence, NT shall be terminated on July 31, 2005 and the respondents shall vacate the premises on that date.

DATED at the City of Yellowknife, in the Northwest Territories this 9th day of June, 2005.

Hal Logsdon
Rental Officer

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-and-

GORDON SQUIRREL AND MARY ELLA SQUIRREL

Respondents/Tenants

REASONS FOR DECISION

Date of the Hearing: June 8, 2005

Place of the Hearing: Fort Providence, NT

Appearances at Hearing: Loretta Landry, representing the applicant

Date of Decision: June 9, 2005

REASONS FOR DECISION

The respondents were served with Notices of Attendance, confirmed delivered, but failed to appear at the hearing. The hearing was held in their absence.

The applicant alleged that the respondents had breached the tenancy agreement by failing to pay rent and by failing to repair damages to the premises. The applicant sought an order requiring the respondent to pay the alleged rent arrears and repair costs and terminating the tenancy agreement between the parties.

The applicant provided a copy of the tenant ledger in evidence which indicated a balance of rent owing in the amount of \$13,427.78. The premises are Subsidized Public Housing. The full, unsubsidized rent was charged in the months of March and December, 2004 and April, May and June, 2005. The applicant testified that the respondents were obligated to report the household income monthly and, in each of these five months, failed to provide any income information on which to base the rent. The applicant also provided a notice outlining the increase in the Schedule A rent effective April 1, 2005.

The applicant provided two invoices for repair costs in evidence. Both invoices represented costs for door repairs and the applicant testified that the repairs were made necessary due to the negligence of the tenants or persons permitted on the premises by the tenants.

The applicant has filed three previous applications against the respondents due to non-payment of rent. A previous order (File #10-6317, filed on December 12, 2000) was issued requiring the respondents to pay rent arrears and terminated the agreement on February 28, 2001 unless the arrears were paid in full. The order was not satisfied. A second application seeking rent arrears and termination was dismissed as the tenancy agreement had already been terminated. The applicant then entered into a new tenancy agreement with the respondents and one other person as joint tenants. Another order (File #10-7417, filed on August 1, 2003) required the respondents to pay the applicant compensation for overholding and the respondents and the other joint tenant to pay rent arrears and to pay future rent on time.

The respondents were parties to both tenancy agreements. Applying payments made by the respondents to the oldest debt, I find that the previous two orders have now been satisfied in quantum and find the current arrears to be \$13,337.78 calculated as follows:

Previous balance ordered paid	\$3247.29
Rent assessed since last order	14,588.00
Amounts paid since last order	<u>(4497.51)</u>
Balance owing landlord	\$13,337.78

I note that the difference between the balance owing and the balance on the applicant's ledger is \$90. This is due to a balance forwarded from another tenancy agreement which terminated sometime prior to July 1996. As the parties to that agreement could not be established from the evidence, that amount was not included in the previous order.

I find the application of the full unsubsidized rent appropriate as the respondents did not provide

the applicant with any household information on which to base a rent-geared-to-income.

I find the repairs to be the result of the tenants' negligence and find the repair costs reasonable.

I find the respondents in breach of their obligation to pay rent and in breach of their obligation to repair damages to the rental premises. In my opinion, there are sufficient grounds to terminate the tenancy agreement. Although some rent is being paid it is insufficient to meet the respondents' obligations and the respondents are now also neglecting to report their income in accordance with the tenancy agreement. I can only guess why the landlord decided to enter into a new tenancy agreement after obtaining an order terminating the previous agreement but it is obvious from the evidence that the respondents continue to ignore their obligation with regard to rent and, in my opinion, termination is the only remaining remedy.

An order shall issue requiring the respondents to pay the applicant rent arrears in the amount of \$13,337.78 and terminating the tenancy agreement on July 31, 2005. The respondents shall vacate the premises on that date.

Hal Logsdon
Rental Officer